

# **EXHIBIT 3**



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May 29, 2024

***By Email with Read Receipt and Overnight Mail***

Mr. Lonnie Dillon  
119 W. North Street  
Eldon, MO 65026  
[Ldillon80@gmail.com](mailto:Ldillon80@gmail.com)

**RE: Request to Immediately Cease and Desist Illegal Activities**

Dear Mr. Dillon:

I am in-house counsel to Builder Services Group, Inc. ("the Company"), your former employer and successor to Nate's Insulation. This letter is an important legal document and requires your immediate attention. If you are represented by legal counsel, share this letter with them and have them identify themselves to me immediately. **We reasonably foresee the need to take legal action against you and your new employer related to your current employment with Goley Insulation ("Goley").**

We know that after you voluntarily immediately resigned and told your Regional Leader that you were going to work "for a buddy in construction," you accepted employment with a direct competitor, Goley, based in Dupo, Illinois. This alone is a violation of your Confidentiality, Intellectual Property Assignment, Non-Compete and Non-Solicitation Agreement (the "Agreement," executed copy enclosed, see Para. 8(a)).

In addition, you took the phone numbers associated with the business, which are assets of the Company, and are displayed on Company vehicles, with you. The Company requires that you **immediately** forward all calls to the numbers 573-434-3588 and 816-760-2854 to the office number at 573-557-9383. On or before 5 PM EST on Friday, May 31, 2024, you must port the numbers to the Company by working with local management and the phone carriers to allow the Company to retain its owned asset. Failure to arrange for the transfer of the phone numbers may result in immediate legal action.

In addition, the Company has reason to believe that you have been or will be soliciting the Company's employees and customers using the Company's significantly valuable and protected trade secret information. In the Agreement, you specifically agreed to refrain from taking the following actions, directly or indirectly:

- (a) At any time during or after employment with the Company, use Confidential Information to solicit, call upon or initiate communication or contact with any Customer, vendor or supplier of the Company for the purpose of encouraging such person to terminate, place elsewhere or reduce the volume of its business with the Company; or
- (b) At any time during or after employment with the Company, to otherwise use Confidential Information to attempt to directly or indirectly interfere with the Company's business or its relationships with its employees, independent contractors, vendors, suppliers or Customers.

As a result of the foregoing, the Company demands that, in addition to the phone number transition, you **immediately**:

- (1) cease and desist from working for a Competitor (Goley);
- (2) cease and desist from disclosing the Company's Confidential Information;
- (3) cease and desist directly or indirectly soliciting the Company's Customers;
- (4) cease and desist from recruiting the Company's employees;
- (5) provide a description of any and all communications you have had with any of the Company's Customers or employees with whom you have had contact since May 21, 2024, including their identity, the nature of the contact, who initiated the contact and when, what specific information was discussed, and provide copies of any such communications that are in writing (in whatever media including text messages);
- (6) confirm that you have returned all of the Company's property and information at the time of your termination and that you have not retained copies of records or documents that are the sole property of the Company; and
- (7) provide information demonstrating that you complied with the terms of the Agreement or, if you have failed to comply, how you intend to comply from this day forward.

The Company insists that you immediately change your behavior and comply with the terms of the Agreement. If you do not do so, the Company is prepared to take all steps necessary to enforce the restrictive covenants including bringing the appropriate legal action against you for, among other things, breach of contract, breach of fiduciary duty, misappropriation of trade secrets, unfair competition and any other available legal claims.

In addition, I am sending a copy of this letter to your new employer. The Company reserves the right to assert claims against Goley for tortious interference, conspiracy, aiding and abetting and any other available legal claims.

**Accordingly, by May 31, 2024 at 5:00 p.m. EST you (or your counsel) must certify in writing that you have complied with the requests stated above.**

The Company reserves the right to take further action or make other demands as our investigation continues. This letter is not intended to contain a complete statement of fact or law with respect to the subject matter herein, and the Company does not waive any legal or equitable rights or remedies available to it, all of which are expressly reserved.

Sincerely,



Julie R. Pugh

cc: DeWayne Goley via email at [dewaynegoley@goleyinc.com](mailto:dewaynegoley@goleyinc.com) (with a read receipt)  
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Dupo, IL 62239